

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES			
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION / PURCHASE REQ. NO.				
				5. PROJECT NO. (If applicable)				
6. ISSUED BY		CODE	7. ADMINISTERED BY (If other than item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code)			(X)					
						9A. AMENDMENT OF SOLICITATION NO.		
						9B. DATED (SEE ITEM 11)		
						10A. MODIFICATION OF CONTRACT/ORDER NO.		
			10B. DATED (SEE ITEM 13)					
CODE		FACILITY CODE						

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

- A. Solicitation SP4400-06-R-0013 is amended as follows:
- B. Delete Pages 4, 58, 66, 67, 68, 72, 73 and Attachment XI and replace them with attached pages 4, 58, 66, 67, 68, 72, 73 and Attachment XI.
- C. The following changes were implemented on the above pages:

Page 4: Deleted a pickup point
Page 58: Updated Clause F.10 date
Page 66: Updated Clause I.9 date
Page 67: Corrected Clause I.38 heading and updated clause date
Updated Clause I.44 date
Page 68: Updated Clause I.76 date
Page 72: Updated Attachment V date
Updated Attachment VIII date
Page 73: Updated Clause K.4 date
Attachment XI: Updated language in Attachment.

- D. The following questions were asked by offerors:

Question: Many of the generator pick-up locations have an asterisk (*) next to them. What does the * signify?

Response: The asterisks () on pickup locations are internal to DRMS only.*

Question: On page 6, the generator listed as Hazardous Waste Storage Facility at Portsmouth Naval Shipyard says that it is for CLIN 9404ST only. CLIN 9404ST is not included in the bid schedule. Please clarify.

Response: The reference to Clin 9404ST Only refers to the only CLIN that has a possibility for removal from Portsmouth Naval Shipyard at Kittery, ME. Currently this CLIN is not on the contract but has a possibility of being added later if qtys. of the waste are generated. Any shipment from Portsmouth NSY of this CLIN will be negotiated at the time of order because of special disposal requirements.

Question: How can I access the specific proposal documents referenced in Solicitation No. SP4400-06-R-0013 (e.g. Section L.52 "Proposal Submission (Format and Content) Hazardous Waste Disposal Solicitation" – DRMS 52.215-DR07, etc.)?

Response: Open the solicitation to K.0 Clauses Incorporated By Reference or use the addresses below. There are several web addresses listed there:

<http://www.dla.mil/j-3/j-336/icps.htm> This address gives you access to FAR (Federal Acquisition Regs), DFAR (Defense Federal Acquisition Regs) and DLAD (Defense Logistics Agency Directive) clauses

<http://www.drms.dla.mil/newproc/html/clauses.html> This address leads to the DRMS clauses (Such as DRMS 52.215-9R07), attachments and fill-ins. For DRMS clauses use this address.

Question: Small Quantity CLIN - The past three contracts have included 5 gallon pails in this pricing due to extra costs at the facility for handling. Also, the structure is now in place for 5 gallon pails that are shippable to be priced lower due to lack of labor and supplies needed. Please amend verbiage to read "small containers are any receptacle with a capacity of 5 gallons or less."

Response: Notwithstanding Contract SP4400-02-D-0016, in Most DRMS contracts for the past several years DRMS has listed Small Containers as less than 5 gallons. The language will remain as written.

Question: CLIN 6377MC - The DRMS wants us to supply them drums at cost (shipping is included). We are not a supplier of drums. There should be some sort of fee in there for us. After all, we are looking for the best deals, and supplying the labor to do this.

Response: The requirement for supplying drums/containers is needed for the generator. Supplies could be made by direct shipment and only orchestrated by the contractor. The requirement remains as written.

Question: K-Listed Waste - This is new to the contract. What generator added this to their list of turn-ins, and if possible, what specific waste is it?

Response: This requirement came from the 94th RRC in Devens, MA which is the HQ for the Army Reserve sites on this solicitation. While these sites specifically requested these CLINs, any pickup point on the contract can use them.

Question: Certificates of Disposal for Maine - Solicitation states that we must supply COD's to Maine generators within 30 days after disposal. Define disposal. If we send waste to a storage facility, they can hold waste for one year before sending off for reclamation. Is the 30 days from time first facility receives waste or final facility? Please clarify.

Response: Certificates of Disposal are required for return to the generator within 30 days after receipt at the final TSDF.

Question: Universal Waste CLIN's - The solicitation breaks out the Universal waste for the generators. However, the regular recycling CLIN's were left in. This leads to confusion for both the generators and the contractors. (i.e. - Nicad Batteries for Recycling can be under CLIN 9204NC, 9404NC, or 9800UN) Can we get all the universal waste put under one line item per waste stream for simplicity? Also, does the weights for each of these line items reflect what is estimated to be shipped or were the weights doubled when the universal line items were added?

Response: Universal Waste under suffixed 9800 Clins requiring recycling were separated out so generators could track that waste by Clin in the DRMS database systems. Waste under other suffixed Clins that require recycling are also listed and may be listed as UW if the generator annotates the items. Quantities were not doubled on the Clins but are based on estimated generations per future workload, troop rotations, BRAC transitions, and downsizing.

C: Clarification: The email address to send offeror proposals to is: drms Hazardouscontractseast@gem.dla.mil. Please follow the instructions of L.39 DRMS ELECTRONIC PROPOSAL GUIDANCE DRMS 52.215-9R03.

D. Due to the short time remaining before the anticipated closing time of offers, no additional questions will be accepted on this solicitation prior to closing. Additional questions may be submitted by interested parties after the solicitation closing date. Solicitation closing date remains 23 May 2006.

E. No other changes are authorized by this amendment.

**AMENDMENT 0001
NEW HAMPSHIRE**

	NH Army National Guard* 350 Meadow Street Littleton, NH 03561 EPA ID# NHD986469617
US Coast Guard Station* 25 Wentworth Avenue Portsmouth Harbor New Castle, NH 03854 EPA ID#: NH5690307959	NH Army National Guard* 106 Brock Street PO Box 223 Rochester, NH 03866 EPA ID#: NHD986486173
Concord State Military Reservation* Whse, CSMS, Associated Units 4 Pembroke Road Concord, NH 03301 EPA ID#: NHD986469609	NH Army National Guard* 40 West Main Street, HC #68 Box 20 Hillsboro, NH 02344 EPA ID#: NHD986469591
NH Army National Guard* 15 Blackwater Road Somersworth, NH 03378 EPA ID#: NHD986469625	NH Army National Guard* 1059 Canal Street Manchester, NH 03101 EPA ID#: NHD986469633
Somersworth USAR Center 179 Rt 108 Somersworth, NH 03878 EPA ID#: None	NH Army National Guard* 65 Winter Street Claremont, NH 03743 EPA ID#: NHD986485969
NH Army National Guard* 98 Oak Street Dover, NH 03820 EPA ID#: NHD986486413	NH Army National Guard* 110 Hastings Avenue Keene, NH EPA ID#: NHD986486355
NH Army National Guard* 19 Armory Road Plymouth, NH 03264 EPA ID#: NHD986486116	NH Army National Guard* 1059 Riverside Drive Berlin, NH 03570 EPA ID#: NHD986486025
NH Army National Guard Training Site* Route 126 & 202A Center Strafford, NH 03815 EPA ID# NHD986485993	NH Army National Guard* 300 South Main Street Franklin, NH 03235 EPA ID#: NHD986486389
NH Army National Guard* 532 Main Street Lancaster, NH 03584 EPA ID#: NHD986486322	US Army Cold Region Research Labs (USACRREL) 72 Lyme Road Hanover, NH 03755-1290 EPA ID#: NH6570096846 DoDAAC: W81EWF

F . 10 EXTENSION OF SERVICES DRMS 52.217-9R02 Nov 2005

The Government may extend the contract period under this clause and clause I.27 at the end of the base contract period or at the end of the 18 month option

F . 11 CERTIFICATE OF INSURANCE DRMS 52.228-9R01 Dec 1995

SECTION G CONTRACT ADMINISTRATION DATA

Ref No.	Title	Reference	Date
G . 2	<u>CONTRACTING OFFICER'S REPRESENTATIVE</u>	DFAR 252.201-7000	Dec 1991
G . 5	<u>CONTRACTOR REPRESENTATIVE</u> http://www.drms.dla.mil/special/fillins/g5.doc	DRMS 52.246-9R07	Dec 1995
G . 6	<u>REMITTANCE ADDRESS</u> http://www.drms.dla.mil/special/fillins/g6.doc	DRMS 52.242-9R03	Dec 1995
G . 7	<u>EPA IDENTIFICATION NUMBER</u> http://www.drms.dla.mil/special/fillins/g7.doc	DRMS 52.246-9R08	Dec 1995
G . 10	<u>REPORTING REQUIREMENTS</u>	DRMS 52.211-9R16	Nov 2005
G . 11	<u>DOCUMENTATION REQUIREMENTS, ACCEPTANCE, INVOICING AND TRACKING DRMS</u>	DRMS 52.232-9R01	Mar 2004

(a) Submission of Documentation to Facilitate Acceptance for Payment

(1) The contractor shall submit one complete set of documents per task order to allow acceptance for payment, consisting of the following:

(i) One DRMS Form 1683-1 for each task order to include all line item numbers from the Task Order (in order) completed through Column 8, except items that undergo final disposal at their first Qualified TSDF must be submitted with complete tracking data (through Column 14 on the DRMS Form 1683-1).

(ii) All signed return shipping papers (manifests or Bills of Lading as appropriate) from Qualified TSDFs authorized to receive the items as per H.5, DRMS 52.244-9R01, Use of TSDFs and Transporters. Per C.3.1 and C.3.6 a copy of the Compressed Gas Cylinder (CGC) report shall be provided to the COR prior to invoicing. A copy of the CGC report is also to be submitted with the 1683-1.

SECTION I

CONTRACT CLAUSES

Ref No.	Title	Reference	Date
I. 1	<u>DEFINITIONS</u>	FAR 52.202-1	Jul 2004
I. 3	<u>GRATUITIES</u>	FAR 52.203-3	Apr 1984
I. 4	<u>COVENANT AGAINST CONTINGENT FEES</u>	FAR 52.203-5	Apr 1984
I. 5	<u>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</u>	FAR 52.203-6	Jul 1995
I. 6	<u>ANTI-KICKBACK PROCEDURES</u>	FAR 52.203-7	Jul 1995
I. 7	<u>CENTRAL CONTRACTOR REGISTRATION</u>	FAR 52.204-7	Oct 2003
I. 8	<u>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</u>	FAR 52.203-10	Jan 1997
I. 9	<u>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</u>	FAR 52.203-12	Sep 2005
I. 11	<u>PROVISION OR INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</u>	DFAR 252.205-7000	Dec 1991
I. 12	<u>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARBMENT</u>	FAR 52.209-6	Jan 2005
I. 14	<u>AUDIT AND RECORDS NEGOTIATION</u>	FAR 52.215-2	Jun 1999
I. 15	<u>ORDER OF PRECEDENCE -- UNIFORM CONTRACT FORMAT</u>	FAR 52.215-8	Oct 1997
I. 22	<u>FACILITIES CAPITAL COST OF MONEY</u>	FAR 52.215-16	Jun 2003
I. 23	<u>WAIVER OF FACILITIES CAPITAL COST OF MONEY</u>	FAR 52.215-17	Oct 1997
I. 27	<u>OPTION TO EXTEND SERVICES</u>	FAR 52.217-8	Nov 1999
I. 29	<u>UTILIZATION OF SMALL BUSINESS CONCERNS</u>	FAR 52.219-8	May 2004

I. 32	<u>LIMITATIONS ON SUBCONTRACTING</u>	FAR 52.219-14	Dec 1996
I. 33	<u>SECTION 8(a) AWARD</u>	FAR 52.219-17	Dec 1996
I. 34	<u>NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS</u>	FAR 52.219-18	Jun 2003
I. 36	<u>NOTICE TO THE GOVERNMENT OF LABOR DISPUTES</u>	FAR 52.222-1	Feb 1997
I. 37	<u>CONVICT LABOR</u>	FAR 52.222-3	Jun 2003
I. 38	<u>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION</u>	FAR 52.222-4	Jul 2005
I. 40	<u>EQUAL OPPORTUNITY</u>	FAR 52.222-26	Apr 2002
I. 41	<u>EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS</u>	FAR 52.222-35	Dec 2001
I. 42	<u>EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS</u>	FAR 52.222-37	Dec 2001
I. 43	<u>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</u>	FAR 52.222-36	Jun 1998
I. 44	<u>SERVICE CONTRACT ACT OF 1965, AS AMENDED</u>	FAR 52.222-41	May 1989
I. 45	<u>NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES</u>	FAR 52.222-39	Dec 2004
I. 46	<u>FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)</u>	FAR 52.222-43	May 1989
I. 50	<u>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION</u>	FAR 52.223-5	Aug 2003
I. 51	<u>DRUG-FREE WORKPLACE</u>	FAR 52.223-6	May 2001

I. 52	<u>UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES</u>	FAR 52.226-1	Jun 2000
I. 54	<u>AUTHORIZATION AND CONSENT</u>	FAR 52.227-1	Jul 1995
I. 55	<u>NOTICE AND ASSISTANCE REGARDING PATENT AND COPY RIGHT INFRINGEMENT</u>	FAR 52.227-2	Aug 1996
I. 56	<u>FEDERAL, STATE & LOCAL TAXES</u>	FAR 52.229-3	Apr 2003
I. 61	<u>SUPPLEMENTAL COST PRINCIPLES</u>	DFAR 252.231-7000	Dec 1991
I. 62	<u>PAYMENTS</u>	FAR 52.232-1	Apr 1984
I. 63	<u>PAYMENT UNDER TIME AND MATERIAL AND LABOR HOUR CONTRACT</u>	FAR 52.232-7	Aug 2005
I. 64	<u>DISCOUNTS FOR PROMPT PAYMENT</u>	FAR 52.232-8	Feb 2002
I. 65	<u>EXTRAS</u>	FAR 52.232-11	Apr 1984
I. 66	<u>INTEREST</u>	FAR 52.232.17	Jun 1996
I. 68	<u>ASSIGNMENT OF CLAIMS</u>	FAR 52.232-23	Jan 1986
I. 69	<u>DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION</u>	DRMS 52.233-9R02	Apr 2000

The parties agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) FAR 33.214, Alternate Disputes Resolution techniques in an attempt to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute. If the ADR is not successful, the parties retain their existing rights. If you wish to opt out of this clause, check here[]. Alternate wording may be negotiated with the contracting officer.

<http://www.drms.dla.mil/special/fillins/i69-400.doc>

I. 70	<u>DISPUTES (ALTERNATE 1) (DEC 1991)</u>	FAR 52.233-1	Jul 2002
I. 71	<u>PROTEST AFTER AWARD</u>	FAR 52.233-3	Aug 1996
I. 72	<u>PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION</u>	FAR 52.237-2	Apr 1984
I. 74	<u>POSTAWARD CONFERENCE</u>	DFAR 252.242-7000	Dec 1991
I. 75	<u>BANKRUPTCY</u>	FAR 52.242-13	Jul 1995
I. 76	<u>CHANGES - FIXED PRICE (ALTERNATE 1)</u>	FAR 52.243-1	Apr 1987

SECTION J

LIST OF ATTACHMENTS

Ref No.	Title	Reference	Date
J. 1	<u>LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</u>	DRMS 52.204-9R01	Jan 2000
(b) Standard Form (SF) 33, Solicitation, Offer, and Award Pages 1 through 79			
	<u>MANIFEST TRACKING LOG DRMS 1683</u> http://www.drms.dla.mil/special/attachments/drms1683-0302.pdf	Attachment I	Mar 2002
	<u>NON-DRMS HAZARDOUS WASTE DRMS 1989</u> http://www.drms.dla.mil/special/attachments/1989-oct00.doc	Attachment II	Oct 2000
	<u>DOL WAGE DETERMINATION 1996-0233 (REV 18)</u> http://www.drms.dla.mil/special/attachments/dolwage18.pdf	Attachment III	May 2005
	<u>WASTE CODE CLIN SELECTION CRITERIA</u> http://www.drms.dla.mil/special/attachments/att4.pdf	Attachment IV	Feb 2006
	<u>CERTIFICATE OF RECYCLING</u> http://www.drms.dla.mil/special/attachments/cert-apr04.doc	Attachment V	Mar 2006
	<u>HAZARDOUS WASTE PROFILE SHEET</u> http://www.drms.dla.mil/special/attachments/drms1930.pdf	Attachment VI	Aug 1997
	<u>DISCLOSURE OF LOBBYING ACTIVITIES</u> http://www.drms.dla.mil/special/attachments/sflll-oct00.doc	Attachment VII	Oct 2000
	<u>EVALUATION DATA FOR REJECTED CYLINDERS</u> http://www.drms.dla.mil/special/attachments/cylev.pdf	Attachment VIII	Sep 2003
	<u>REMOVAL OF COMPRESSED GAS CYLINDERS FROM DRMO ACCOUNTABILITY</u> http://www.drms.dla.mil/special/attachments/rmvcyl.pdf	Attachment IX	Sep 2003
	<u>REPORT OF COMPRESSED GAS CYLINDERS (INERT AND NON-INERT)</u> http://www.drms.dla.mil/special/attachments/cgcrpt.doc	Attachment X	Feb 2005
	<u>ACCEPTABLE PERFORMANCE LEVELS</u>	Attachment XI	

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

Ref No.	Title	Reference	Date
K . 0	<u>CLAUSES INCORPORATED BY REFERENCE</u>	FAR 52.252-1	Feb 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dla.mil/j-3/j-336/icps.htm>

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/>

<http://www.drms.dla.mil/newproc/html/clauses.html>

K . 1	<u>PROHIBITION OF SEGREGATED FACILITIES</u>	FAR 52.222-21	Feb 1999
K . 4	<u>ANNUAL REPRESENTATIONS AND CERTIFICATIONS</u>	FAR 52.204-8	Jan 2006

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation.

The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at [http://](http://orca.bpn.gov)

/orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

DELIVERABLES

SP4400-06-R-0013
 Attachment XI
 Page 1 of 2

Amendment 0001

	A	B	C	D	E	F	G	H
	DELIVERABLE	PHASE	STANDARD	TIME FRAME	CLAUSE	ACCEPTABLE PERFORMANCE LEVEL (APL)	REDUCTION FOR FAILED APL	METHOD OF SURVEILLANCE
1	Compliant Removal	Pre-Removal	Submittal of shipping documentation is timely	See C.1.1.2	C.1.1.2	100% timely	25-100% consideration & past performance annotated	CSRs and other COR/customer feedback
2			Submittal of shipping documentation is accurate	See C.1.1.2	C.1.1.2	95% accurate*	25-100% consideration & past performance annotated	Same as above
3			Notifications timely	See C.1.1.3	C.1.1.3	100% timely	Same as above	Same as above
4		Removal	Safe, compliant, timely removal and transportation service	See C.1.2	C.1.2	100% timely, safe and compliant	Same...	Same as above
5		Post-Removal	Compliant transportation, any interim storage, & shipment to initial qualified TSDF including return manifest	Return of manifest or applicable shipping paper within 40 CFR 262.42(a)(2), state equivalent, or contract timeframe.	C.1.3	100% timely	Same...	Same as above
6								
7	Compliant Disposal/Recycling	Disposal (or recycling)	Timely & proper disposal/recycling as per waste regulatory/contract requirements	See C.2	C.2	100% timely and accurate for RCRA, PCB, CGCs and Demil required waste; 95% accurate for non-RCRA	Same**	CO, tracking, BOSS

DELIVERABLES

Amendment 0001

	A	B	C	D	E	F	G	H
8	Compliant Special Services	Performance of Management Services, performance of analysis, completion & submittal of certificates of disposal and/or recycling, and spill response service	Timely & compliant	Typically 1-30 days depending on actual service	C.3, also C.1.2.11, C.2.1.8, C.2.3.4, C.1.2.1 as applicable	100% timely and compliant	Same...	CSRs, COR, Customers, CO
9		Delivery of labpacking, tank cleaning, storage containers and rentals, and repackaging	Timely & compliant	Typically 5-30 depending on actual service	C.3, also C.1.2.12	90% timely and compliant	Same...	COR, Customers, CO
10		Basel Notifications	Timely & accurate	In accordance with Basel Convention	C.29	100% timely and accurate	Same	CO
11			* Provided no NOV or other serious error occurs					
12			** The Government reserves the right to also conduct additional surveillance/review of final tracking information and/or delay all payments until after final tracking information is received if warranted by performance problems in this area.					